

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

CV 2009-070364

08/11/2010

HON. HARRIETT CHAVEZ

CLERK OF THE COURT
A. Marquis
Deputy

DONALD DENIER

ZACHARY EVAN MUSHKATEL

v.

SUNFLOWER R V RESORT L L C

MICHAEL A PARHAM

RULING

The Court is in receipt of Defendant's Motion For Summary Judgment on Plaintiff's Complaint, filed May 12, 2010, Plaintiff's Response thereto, filed June 15, 2010, and the Reply, filed June 25, 2010.

The Motion For Summary Judgment on Plaintiff's Complaint is **granted**.

A.R.S. §33-2105(A) provides: at the request of either the landlord or the tenant, a signed, written rental agreement shall be executed. This was done in this case. The disputed issue is regarding the provision for waiver of a jury trial. While A.R.S. §33-2106 provides a rental agreement shall not provide that the tenant agrees to waive or forego rights or remedies provided by law, A.R.S. §33-2105(C) provides the rental agreement may include conditions not prohibited by this chapter or other rule of law governing the rights and obligations of the parties. There is nothing in Chapter 19 that precludes the provision for waiver of jury trial.

The Court is also in receipt of Defendant's Motion For Summary Judgment on Counter-Claim, filed May 12, 2010, Plaintiff-Counterdefendant's Response thereto, filed July 28, 2010, and the Reply, filed August 5, 2010.

Defendant's Motion For Summary Judgment on Counter-Claim is **granted**.